



COUNTY OF PRINCE WILLIAM
1 County Complex Court, (MC 460) Prince William, Virginia
22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-
4611

FINANCE
DEPARTMENT
Purchasing

DATE: April 12, 2011

INVITATION FOR BID: IFB110036

SUBJECT: Police Footwear

BID OPENING

DATE: May 11, 2011
TIME: 3:00 P.M. LOCAL TIME
SUBMIT TO: PURCHASING MANAGER
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VIRGINIA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING IFB TO:
Teresa MacWelch
(703) 792-7931
tmacwelch@pwcgov.org
www.pwcgov.org/eservices/eprocurement

An Equal Opportunity Employer

TABLE OF CONTENTS

PAGE

SECTION I.....	1
SPECIAL PROVISIONS	1
I.1 Scope.....	1
I.2 Requesting Agency	1
I.3 Contract Period	1
I.4 Delivery of Goods.....	1
I.5 Estimated Quantities	2
I.6 Inspection and Acceptance	2
I.7 Invoicing and Payments	2
I.8 Emergency Procurements	3
I.9 Rider Clause.....	3
I.10 Prices and Price Adjustment	3
SECTION II	4
INSTRUCTIONS TO BIDDERS.....	4
GENERAL PROVISIONS	4
II.1 General.....	4
II.2 Vendor Registration	4
II.3 Bid Submission	5
II.4 Bid Evaluation	6
II.5 Bid Prices and Acceptance.....	6
II.6 Competency of Bidder	7
II.7 Placement of Orders.....	7
II.8 Contractor's Contract Representative.....	7
II.9 Subcontractors	7
II.10 Contract Type and Award.....	7
II.11 Standard Contract for Supplies and/or Services	7
II.12 Non-Discrimination Against Faith-Based Organizations	8
II.13 Immigration Reform and Control Act of 1986	8
II.14 Law Compliance	8
II.15 Tax Exemption.....	8
II.16 Bidder's Agreements	8
II.17 Posting of Award	8
SECTION III	9
FORMS	9
IFB SUBMISSION FORM FOR NUMBER IFB110036 Police Footwear.....	10
III.1 Specifications/Scope of Work.....	11
III.2 Pricing Schedule	12
III.3 Qualifications and References	18
S-A-M-P-L-E.....	19
SECTION I.....	20
SPECIAL PROVISIONS	20
I.1 Definitions	20
I.2 Incorporation of Documents	20
I.3 Contract Period	20
I.4 Provision of Supplies and/or Services	21
I.5 Contract Amount.....	21
I.6 Placement of Orders.....	21
I.7 Emergency Procurements	21

I.8	Subcontractors	21
I.9	Delivery of Goods.....	21
I.10	Time of the Essence and Completion	22
I.11	Invoicing and Payments.....	22
I.12	Inspection and Acceptance	22
I.13	Warranties	23
I.14	Hazardous Products	23
I.15	Law Compliance	23
I.16	Tax Exemption.....	23
I.17	Rider Clause.....	23
I.18	Prices and Price Adjustment	24
SECTION II		25
GENERAL PROVISIONS		25
II.1	Assignability of Contract	25
II.2	Modifications or Changes to the Contract	25
II.3	Employment Discrimination for Contracts Over \$10,000	25
II.4	Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00	26
II.5	Claims/Disputes	26
II.6	Termination for Convenience of the County	27
II.7	Termination for Default	28
II.8	Termination for Non-Appropriation of Funds	28
II.9	Payments to Subcontractors.....	29
II.10	Examination of Records.....	29
II.11	Immigration Reform and Control Act of 1986	30
II.12	Ethics in Public Contracting	30
II.13	Governing Law and Choice of Forum	30
II.14	Integration.....	30
II.15	Hold Harmless	30

SECTION I

SPECIAL PROVISIONS

I.1 Scope

Prince William County is soliciting bids for Police Footwear. The supplies and/or services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto. The prices shall be in force for the period of the contract.

I.2 Requesting Agency

Police Department is the main requesting agency for this Solicitation. Other Prince William County agencies may utilize the awarded Contract(s) resulting from this Solicitation.

Police Department
James Carr, Captain
(703) 792-6578

I.3 Contract Period

The Contract Period shall be for one-year from Contract award date. The County shall have the option to renew the Contract for two (2) additional one-year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.4 Delivery of Goods

Goods are required to be delivered within 14 calendar days (off the shelf) and 90 calendar days (custom) after receipt of order from the County. Custom orders

Deliveries shall be F.O.B. destination, freight fully prepaid and allowed in Prince William County. No collect shipments will be accepted. Deliveries shall be made between 8:30 A.M. - 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County. **Inside delivery required unless otherwise specified.**

Contractor shall contact (via e-mail or phone) the ordering agency within one (1) business day if any goods ordered cannot be delivered within the 14 calendar days (off the shelf) and 90 calendar days (custom) delivery time frame. Contractor will be responsible to supply manufacturer written notice of manufacturer delay within 10 calendar days upon receipt of Prince William County. Upon contact with ordering agency, the Contractor shall supply a date of delivery.

The Contractor shall give 48 hour advance delivery notice to the requesting agency for deliveries that require unloading assistance from the County and/or for deliveries made to County job site locations.

All shipments/deliveries shall be accompanied by packing slips or delivery tickets, which shall contain the following information for package or load.

Contractor's Name and Address
Contract Number

Purchase Order Number
 Task Order Number/Work Order Number, if applicable
 Goods Ordered
 Goods Delivered (article/quantity/date)
 Goods Back Ordered

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

I.5 Estimated Quantities

Quantities reflected in this Solicitation are estimated quantities only and the County or other jurisdictions may purchase more or less of any item in accordance with agency requirements.

I.6 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 5 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.7 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address

Contract Number
Purchase Order Number
Task Order Number/Work Order Number, if applicable
Date Goods and/or Services were provided
Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.8 Emergency Procurements

In the event of a County emergency, the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.9 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

I.10 Prices and Price Adjustment

If the County exercises its option to renew the Contract upon the expiration of its term and should there be any price increase, such increase may be accepted but the increase should be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor, Appeal, Footwear.

SECTION II

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

II.1 General

Bids and contracts for Prince William County are governed by the Prince William County Purchasing Regulations, effective January 1, 1981, as amended. All bidders are referred to the specific provisions of those regulations for guidance in dealing with County solicitations. In the event of an inconsistency between the special provisions of this solicitation, the general provisions, contract, or other included document, or the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- (1) the Purchasing Regulations
- (2) the Specifications
- (3) the Contract
- (4) the Special Provisions
- (5) the General Provisions and Definitions

The following general information is provided all bidders to facilitate the preparation of suitable bids for the goods or services identified in this Invitation, and the requirements set forth shall be binding on all bidders.

Bids must be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between the County and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

The County is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the Invitation will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The Purchasing Manager may extend the date and time for opening of bids if she believes it is necessary.

II.2 Vendor Registration

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the Internet at

www.pwcgov.org/eservices/eprocurement

If Internet access is not available, or problems are experienced during registration, contact the Purchasing Office shown on the front page of the Solicitation.

II.3 Bid Submission

The Bidder shall submit to the County one (1) original and two (2) copies of the bid prior to the bid due date and time.

As a minimum the following items must be included in the Bid Submittal:

IFB Submission Form
 Specifications and/or Scope of Work
 Pricing Schedule
 Bidder's Qualifications and References

and, if required but not limited to,

Insurance Certificate
 Bonds
 Certificates, Permits, and Licenses
 Samples, Plans, and Drawings
 Technical Literature, Catalogs, Price Sheets
 Material Safety Data Sheets
 Warranty Information

All information required by the Solicitation must be provided in order for the bid to be considered complete. Inadequate information may result in disqualification of the bid.

Any modifications not expressly provided for in the Solicitation may require rejection of the bid.

The bid must be signed and dated by an authorized person of the firm or corporation to bind the Bidder to a Contract with the County. The Purchasing Manager may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory was not authorized to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if it is in its best interest to do so. In addition, resulting Contracts must be signed and dated by the Contractor and all other required parties.

Bids shall be submitted in any sealed package that clearly identifies the Solicitation name and number, bidder's name and address, and the bid due date and time.

The bid package shall clearly state "Bid Package is not to be opened until the bid due date and time."

The Bidder assumes the risk that a bid not properly marked may be mistakenly opened, and thus may be rendered ineligible for consideration. The Purchasing Manager or designated representative(s) shall not be responsible for the premature opening of a bid not properly identified as specified herein.

Bids must be submitted to and time stamped by the County Purchasing Office prior to the bid due date and time.

Bids received in the Purchasing Office after the prescribed due date and time shall not be considered for Contract award and shall be returned unopened to the Bidder.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the Solicitation process that may discourage responses. Because of the large number of firms listed on the County's registered bidders list, the County may delete the names of those persons, firms or corporations who fail to respond to the County's Solicitations after having been invited to submit a bid on three successive Solicitations.

Bids shall be publicly opened, announced, and witnessed at the designated location on the due date and time fixed for the bid opening. Bidders are encouraged to attend bid openings and to offer constructive suggestions for improvements to the Solicitation process.

II.4 Bid Evaluation

As allowed by the County's Purchasing Regulations, the following provisions apply:

Bids shall be evaluated on the basis of the requirements set forth in the Solicitation and the County's Purchasing Regulations where applicable. Award(s) shall be made to the lowest responsive and responsible bidder.

The Purchasing Manager is authorized to waive any irregularity or informality in any bid; provided however, that a bid or amendments thereto, which are received after the time specified for the opening of bids will be neither opened nor considered.

Withdrawal of bids is strictly governed by the County's Purchasing Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

When only one responsive and responsible bid is received, the Solicitation may be canceled and items rebid, unless the Director of Finance determines that the bid is reasonable and in the best interests of the County.

The Director of Finance may cancel the Solicitation if it is in the best interest of the County to do so.

II.5 Bid Prices and Acceptance

Bid prices unless otherwise specified, must be net, including but not limited to transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that may be offered by the Bidder.

Prompt payment discounts offered in bids will not be considered in determining contract award.

Bid prices, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract unless otherwise agreed to by both parties.

Bidder warrants by virtue of bidding that prices, terms and conditions reflected in its bid submittal shall be firm for acceptance for a period of ninety (90) days from bid opening due date, unless otherwise stated in its bid submittal.

II.6 Competency of Bidder

No bids will be accepted from or award made to any person, firm, or corporation that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the bidder must provide evidence to the contrary within forty-eight (48) hours upon request.

Person, firm, or corporation, shall submit a bid which conforms in all material respects to the Solicitation.

Person, firm, or corporation, shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County.

Person, firm, or corporation, shall have the ability to comply with the required delivery period and/or performance period taking into consideration other business commitments.

II.7 Placement of Orders

A County Purchase Order, which may be accompanied by a Task Order or a Work Order, shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

II.8 Contractor's Contract Representative

In the event a Contract is executed as a result of this Solicitation, the Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the goods and/or services required by the County are provided in accordance with the County's Contract.

II.9 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

II.10 Contract Type and Award

The County intends to award a firm fixed type Contract(s). The County may award all or part of the Solicitation to any bidder whose bid is the lowest responsible and responsive bid. The County has the option to make multiple awards or primary and secondary awards. The County has the option to make awards by line item, by group, or by overall low bid. The County furthermore reserves the right to delete Solicitation item(s) from award consideration if it is in the County's best interest.

II.11 Standard Contract for Supplies and/or Services

Prince William County expects to enter into its "Standard Contract for Supplies and/or Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Supplies and/or Services" are to be highlighted and submitted as part of the offeror's bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

II.12 Non-Discrimination Against Faith-Based Organizations

Prince William County Government does not discriminate against faith-based organizations in procuring goods and services.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

II.15 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

II.16 Bidder's Agreements

Bidder's agreements including but not limited to: licenses, service and maintenance agreements, contract agreements/addendums, required to be signed by the County as part of a contract shall be submitted by the Bidder as attachments to the Bidder's initial bid. Review and negotiation by the County of terms contained in these documents shall be a condition of contract award.

II.17 Posting of Award

Notice of Contract award(s) made as a result of this Solicitation will be posted on the Prince William County Web Page at www.pwcgov.org/eservices/eprocurement.

SECTION III

FORMS

SPECIFICATIONS/SCOPE OF WORK

PRICING SCHEUDLE

IFB SUBMISSION FORM FOR NUMBER IFB110036 Police Footwear**SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company _____ Contact Person _____
 Address _____ Title _____
 _____ Telephone No. _____
 Remittance Address _____ FAX No. _____
 _____ EMail _____

Indicate Which: Corporation _____ *Minority Owned/Controlled
 Partnership _____ Business Yes ___ No ___
 Sole Prop. _____ Small Business Yes ___ No ___

Organized under the laws of the State of _____

Principal place of business at _____

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Following are the names and address of all persons having an ownership interest of 5% or more in the Company:
 (Attach more sheets if needed)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Bidder () is () is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.

Authorized _____
 Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

III.1 Specifications/Scope of Work

1. The Contractor shall supply and deliver police footwear and provide fittings on an as needed basis. Footwear must be as specified herein or equal (or equal must be approved by ordering agent).
2. The Contractor must maintain an adequate supply of various sizes of the supplies specified herein.
3. The Contractor must be able to provide on-site (within Prince William County) fittings, if/when requested by the County. The Contractor shall be expected to be called to provide a fitting for just one individual or several individuals at one time. If the Contractor's place of business is located within Prince William County, individuals may come to the Contractor's place of business for fittings. If the Contractor's place of business is outside of Prince William County, the Contractor must come to the locations designated by the Contract Administrator to perform fittings. The Contractor must be adequately equipped with all the necessary supplies and equipment when performing fittings. Most of the fittings shall be conducted at the following locations:
 - a) Police Department Supply Warehouse
9039 Euclid Avenue
Manassas, VA 20110
 - b) Police Training Academy
13101 Public Safety Drive
Nokesville, VA 20181
4. The Contractor shall respond to request for fittings within two (2) calendar days from date of the request.
5. Unit price bid **MUST INCLUDE** all fitting charges, all handling and freight charges, manufactures surcharges, additional cost for large sizes, and any other charges involved with the sale, delivery and fittings of the supplies specified herein.

III.2 Pricing Schedule

Bidder's Name _____

Contractor shall contact (via e-mail or phone) the ordering agency within one (1) business day if any goods ordered cannot be delivered within the 14 calendar days (off the shelf) and 90 calendar days (custom) delivery time frame. Contractor will be responsible to supply manufacturer written notice of manufacturer delay within 10 calendar days upon receipt of Prince William County. Upon contact with ordering agency, the Contractor shall supply a date of delivery. * See Note 1.

Item¶ No.	Description	Est QTY	Base Yr. Unit Cost
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Off the Shelf items:

1	Male/Female Boot	80 pr	\$/pr
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Bates Style #E03135
 8" Durashocks, Gore-Tex Waterproof boot
 with classic lace to toe styling features Bates
 DuraShocks® 30-day comfort guarantee. Full
 grain leather upper with 1680 denier nylon,
 Durably waterproof and breathable
 GORE-TEX® lining, Bates DuraShocks® shock
 absorbing comfort technology, Slip Resistant
 Rubber Outsole, Stitch-out Welt Construction,
 Leather, and
 Color: Black

2	Male Shoe	80 pr	\$/pr
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Bates Lites
 Style #E00932
 A classic leather oxford with a lightweight
 non-marking outsole. Leather upper, Breathable
 lining, Cushioned removable insert, Non marking
 Bates Lites® outsole, Goodyear welt construction,
 Leather, and
 Color: Black

3	Female Shoe	20 pr	\$/pr
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Bates Style #E00742
 This oxford dress shoe with Bates DuraShocks®
 technology absorbs shock and returns energy for
 long days on the job, High gloss (Corofram) upper,
 Breathable lining, Cushioned removable insert,
 Bates DuraShocks® shock absorbing comfort technology,
 Slip resistant rubber outsole, Durable direct attach
 construction, and

Color: Black

- 4 Male Shoe 80 pr \$_____/pr

Bates Style #E00942

Lightweight high gloss oxford dress shoe featuring a non marking Bates Lites outsole.

High gloss (Corofram) upper, Breathable lining,

Cushioned removable insert, Non marking

Bates Lites® outsole, Goodyear welt construction,

High Gloss, and

Color: Black

- 5 Female Shoe, 20 pr \$_____/pr

Bates Style #E00769

Easy to polish leather oxford featuring a long wearing

Vibram®® rubber outsole. Leather upper, Breathable

lining, Cushioned removable insert, Long wearing

Vibram® rubber Outsole, Goodyear welt construction,

Leather, and

Color: Black

- 6 Male/Female Boot, 80 pr \$_____/pr

Timberland Style #85522

8" McClellan, 8" Soft Toe Side Zip Waterproof Boots,

Aggressive Timberland B.S.F.P. [Brake Support Flex

Propel] motion system Timberland PRO rubber outsole,

3D mesh with Agion antimicrobial treated waterproof lining

offers protection in wet environments, Dynamic Anti-Fatigue

Technology absorbs shock and returns energy at key zones

of the foot for all day comfort, Compression-molded EVA

midsole for lightweight cushioning, Internal fiberglass shank

for arch support and torsional stiffness, Waterproof, polishable

full-grain leather causes liquids to bead up and shed from the

surface, Poly-carbonate eyelets with stitched in nylon integral

mechanical lace lock are security friendly, Leather, and

Color: Black

- 7 Male/Female Boot, 80 pr \$_____/pr

Timberland Style #88571

8" Trenton, 8" Soft Toe Waterproof Boots, Athletic-inspired

Vibram sole specifically built for traction and agility on

variable terrain, Gore-Tex Extended Comfort Technology

will keep your feet dry and comfortably cool indoors or out,

Waterproof breathable Gore-Tex membrane, Lightweight

compression-molded EVA midsole cushioning for running-shoe

performance, Dynamic Anti-Fatigue Technology absorbs shock

and returns energy at key zones of the foot for all-day comfort,

Internal nylon shank for arch support and torsional stiffness,
 Waterproof, polishable full-grain leather causes liquids to bead
 up and shed from the surface, Poly-carbonate eyelets with stitched-in
 nylon integral mechanical lace lock are security friendly, Leather, and
 Color: Black

- 8 Male/Female Boot, 80 pr \$_____/pr

5.11 Tactical Series Style #12019

6" ATAC Shield, Full Grain Waterproof Leather, Composite Toe,
 Puncture Resistant Midsole, Waterproof/Breathable/Bloodborne
 Pathogen Membrane, Ankle Stabilizer and Speed Hook, Suede
 Padded Collar, Polished Leather Toe, YKK Side Zipper,
 Antibacterial Moisture Wicking Lining, Shock Mitigation
 Systems™, Non Metallic Shank, Dual Density Insole, Semi-rigid
 Heel and Toe Reinforcement, Quiet Outsole, Oil and Slip
 Resistance, Available in Wide Widths, and
 Color: Black

- 9 Male/Female Boot, 80 pr \$_____/pr

5.11 Tactical Series Style #12026

8" ATAC Shield, Composite Toe, Puncture Resistant Midsole
 Board, Waterproof Full Grain Leather, Waterproof/Breathable/Bloodborne
 Pathogen Membrane, Leather and Nylon Upper, Polishable
 Leather, YKK Side Zipper, Antibacterial Moisture Wicking
 Lining, Shock Mitigation Systems™, Non Metallic Shank,
 Quiet Outsole, Semi-rigid Heel and Toe Reinforcement, Oil
 and Slip Resistance, Lightweight Injected Midsole for
 Cushioning and Flexibility, Available in Wide Widths and
 Color: Black

- 10 Male/Female Boot, 80 pr \$_____/

5.11 Tactical Series Style #12001

8" ATAC Shield Side Zipper, Hidden Pocket, Polished
 Leather Toe, Full Grain Leather/ Nylon Upper, Moisture
 Wicking Lining, Antibacterial Treatment, Shock Mitigation
 Systems, Oil and Slip Resistance, Quiet Outsole, Open Cell
 Foam Cushioning, Cushioning Insole Foam, Dual Density
 Polyurethane® Cushioning, Hypertex® Lasting Board, Non Metallic
 Shank, Injection Molded Phylon Midsole, and
 Color: Black

- 11 Male/Female Boot 40 pr \$_____/pr

Magnum Viper II Style #5332

6" Waterproof, and Breathable, Moisture Wicking Lining,
 Slip-Resistant Carbon Rubber Outsole, Contoured
 Removable Fusion Insole, Charged Heel Air Cell,

Steel Shank, Leather, and
Color: Black

- 12 Male/Female Boot, 80 pr \$_____/pr

Magum Style #5155
6" Waterproof, Full Grain Leather/Ballistic Nylon Upper,
Waterproof Membrane, Cambrelle @ Moisture Wicking
Lining, Agion Antibacterial Treatment, Coats Barbour
Anti-Fraying G Stitching Thread, Durable Composite
Hardware, Non Metallic Hardware, En IS) 20347 Certified,
Composite Shank, Compression-Molded Eva Midsole,
M-pact Contoured Sockliner With Memory Foam X-Traction
Zone Outsole, Womens Specific Last For Superior Fit and
Performance, Flex-Zone With Siping For Traction And Control, and
Color: Black

- 13 Male/Female Thorogood Shoe, 20 pr \$_____/pr

Style #TH831-6031
High Gloss Easy-To-Care-For Poromeric Upper, Cement
Construction, Oil and Slip Resisting, Blown Rubber Outsole,
Comfort Weave Lining, Non-Marking, and
Color: Black

- 14 Male/Female Thorogood Shoe, 20 pr \$_____/

Style #TH834-6345
High Shine Leather Upper, Goodyear Welt Construction,
Single Density Soft Polyurethane
Outsole, Comfort Weave Lining Removable Dual Density
Ultimate Shock Absorption™ Insert,
and
Color: Black

- 15 Male/Female Boot 80 pr \$_____/pr
Danner Striker II GTX Style #42980

8" Waterproof, 100% waterproof and breathable GORE-TEX®
liner is engineered to keep your feet dry and comfortable - even
in extreme conditions, Full-grain leather can be easily polished and
is preferred by those in uniform and on special tactical teams due
to its durability and ability to be cleaned quickly, 1000 Denier
nylon upper material is extremely resistant to abrasions, tears, and
scuffs, improves breathability, and dries quickly, TERRA FORCE™
X Lite platform provides lightweight, durable traction, heel-to-toe
energy transfer, side support to enhance maneuverability,
and protection from arch overwork and fatigue, Extended
sizes available for women or those with smaller feet,
Danner TFX® Lite outsole is an oil- and slip-resistant outsole
that gives you grip, traction and stability without the weight,

Nylon shank, 8" height, 48 oz, Leather, and
Color: Black

16 Male/Female Boot

80 pr \$_____/pr

Danner Acadia 200G Style #69210
8" Waterproof, 100% waterproof and breathable GORE-TEX®
liner is engineered to keep your feet dry and comfortable - even
in extreme conditions, 200 grams of Thinsulate™ Insulation offer
lightweight warmth for those needing protection in cold climates,
Full-grain leather can be easily polished and is preferred by those
in uniform and on special tactical teams due to its durability and
ability to be cleaned quickly, 1000 Denier nylon upper material is
extremely resistant to abrasions, tears, and scuffs, improves
breathability, and dries quickly. Danner's hand crafted stitchdown
construction provides a wider platform for increased stability
underfoot. This construction makes the boot recraftable in our
Portland factory Lace-to-toe provides a secure fit, Vibram® Kletterlift
outsole is specifically designed for comfort and durability.
The heel provides lightweight comfort as well as superb
shock absorption. The compound guarantees great traction
and stability on both wet and dry surfaces, Fiberglass shank,
Men's 66 oz, Women's 53 oz , Recraftable, Leather, and
Color: Black

CUSTOM ITEMS:

17 Motorcycle Patrol Boot

8 pr \$_____/pr

Manufacturer: Dehner Company
Boot Jack and hook to be included in boot price

Specifications:

Material: Leg Dehcord/Leather Lining
Foot: Calfskin
Soles: Nitrene Rubber Soles & Rubber Heels

Options:

Vibran Lug Soles & Heels or Double Soles
Dehner Viram
Lug Sole & Heels
Color: Black

NOTE:

*1. PRICING SHALL INCLUDE ALL FITTING CHARGES, ALL HANDLING AND FREIGHT CHARGES, MANUFACTURE'S SURCHARGES, ADDITIONAL COST FOR LARGE SIZES, AND ANY OTHER CHARGES THE VENDOR MAY INCUR IN THE SALE AND DELIVERY OF THE FOOTWEAR.¶

2. No deviations from products unless specified.

Prompt Payment discount Terms (if Offered)

- a) _____% discount (Invoice paid within 15 days from receipt by the County)
- b) _____% discount (Invoice paid within 20 days from receipt by the County)

III.3 Qualifications and References

1. Business Street Address: _____
2. Type of work performed by this company: _____
3. Number of years this company has been in business: _____
4. Number of employees: Full Time _____ Part Time _____
5. Business License: Type _____ Issued _____
6. Contractor's License: Type _____ Class _____
Issued _____ Expires _____
7. Attach a list of equipment which will be used for this project.
(Specify: Type, Age/Hours, Owned/Rented)
8. List degrees, certifications, and training, of key personnel within your company applicable to this Solicitation:
 - a) _____
 - b) _____
 - c) _____
9. List at least three (3) State, County, Federal Agencies and/or commercial references with whom the company has had contracts with in the past year, equal in size and scope as this Solicitation. Include contacts and telephone numbers.
 - a) _____
 - b) _____
 - c) _____
10. Has the company ever defaulted or failed to complete any contract: No / Yes, Explain below

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SUPPLIES AND/OR SERVICES

CONTRACT:

SUBJECT: Police Footwear

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

This Contract is entered into this _____ day of _____, _____, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified herein for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

Attachment A, Section I

Contract No. (I\$CONTRACT-NO)

SECTION I**SPECIAL PROVISIONS****I.1 Definitions**

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Police Department.

"Contract Administrator" assigned to administer this Contract for the County is James Carr, Captain, 703-792-6578, _____.

"Contractor" shall mean:

whose authorized representative is _____, _____, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated _____.
2. County's Solicitation number IFB110036 entitled Police Footwear and dated April 12, 2011.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: (I\$AUTHORATIVE-DOC). This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract Period shall be for one-year from Contract award date. The County shall have the option to renew the Contract for two (2) additional one-year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.4 Provision of Supplies and/or Services

The Contractor hereby agrees to provide the Police Footwear supplies and/or services to the County as described and further outlined herein. This Contract shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the supplies and/or services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.6 Placement of Orders

A County Purchase Order which may be accompanied by a Task Order or a Work Order shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.7 Emergency Procurements

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.8 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

I.9 Delivery of Goods

Goods are required to be delivered within 14 calendar days (off the shelf) and 90 calendar days (custom) after receipt of order from the County. Custom orders

Deliveries shall be F.O.B. destination, freight fully prepaid and allowed in Prince William County. No collect shipments will be accepted. Deliveries shall be made between 8:30 A.M. - 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County. **Inside delivery required unless otherwise specified.**

Contractor shall contact (via e-mail or phone) the ordering agency within one (1) business day if any goods ordered cannot be delivered within the 14 calendar days (off the shelf) and 90 calendar days (custom) delivery time frame. Contractor will be responsible to supply manufacturer written notice of manufacturer delay within 10 calendar days upon receipt of Prince William County. Upon contact with ordering agency, the Contractor shall supply a date of delivery.

The Contractor shall give 48 hour advance delivery notice to the requesting agency for deliveries that require unloading assistance from the County and/or for deliveries made to County job site locations.

All shipments/deliveries shall be accompanied by packing slips or delivery tickets, which shall contain the following information for package or load.

Contractor's Name and Address
 Contract Number
 Purchase Order Number
 Task Order Number/Work Order Number, if applicable
 Goods Ordered
 Goods Delivered (article/quantity/date)
 Goods Back Ordered

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

I.10 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.11 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address
 Contract Number
 Purchase Order Number
 Task Order Number/Work Order Number, if applicable
 Date Goods and/or Services were provided
 Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.12 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove

such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 5 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.13 Warranties

The Contractor warrants that (1) goods provided to the County are fit and sufficient for the purpose intended; (2) goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) goods provided to the County conform to the County's specified requirements.

Manufacturer's standard product warranties shall also apply.

I.14 Hazardous Products

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

I.15 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

I.16 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

I.17 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

I.18 Prices and Price Adjustment

If the County exercises its option to renew the Contract upon the expiration of its term and should there be any price increase, such increase may be accepted but the increase should be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor, Apparel, Footwear.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days

of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.12 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.13 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.15 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

BOARD OF COUNTY SUPERVISORS OF (I\$CONTRACTOR)
PRINCE WILLIAM COUNTY, VIRGINIA (I\$CONTRACTOR-1)

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____